

REQUEST FOR PROPOSAL

**Professional Auditor and Accounting Services
for**

The Special Transportation Fund

And

The State's Revolving Fund, including both:

The Clean Water Fund

The Drinking Water Fund

DEADLINE: February 13, 2015, 3:00 p.m.

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STATE OF CONNECTICUT OFFICE OF THE TREASURER

TABLE OF CONTENTS

	<u>Page #</u>
Section I	Introduction and Purpose of the RFP
	1
Section II	Scope of Services for Each Program
	2
	The Special Transportation Fund (STF)
	The Clean Water Fund (CWF)
	The Drinking Water Fund (DWF)
Section III	Evaluation Criteria
	4
Section IV	Minimum Contractor Qualifications
	5
Section V	General Requirements and Conditions
	8
Section VI	Requested Information
	10
Part A:	General Information
Part B:	Fee Proposal
Part C:	Required Legal and Policy Attachments
Section VII	Submission of Proposals
	16
Section VIII	RFP Conditions
	19
Section IX	Attachments - Legal and Policy Attachments (A – K)
	21
	Form of Personal Services Agreement (L)
	45
Attachment A	CHRO – Contract Compliance Regulations - Notification to Respondents; Bidder Contract Compliance Monitoring Report; Employment Practices Information
Attachment B	Non-Discrimination Affidavit
Attachment C	Employment Practices Information
Attachment D	Affidavit of Third Party Fees and Disclosure of Consulting Agreements
Attachment E	Treasury Gift Affidavit
Attachment F	Corporate Citizenship
Attachment G	Notice of Legal Proceedings
Attachment H	Campaign Contribution Disclosure
Attachment I	Notice of Campaign Contribution and Solicitation Ban
Attachment J	Anti-Terrorism – Foreign Asset Control Regulation; Foreign Corrupt Practices Act
Attachment K	Conflicts of Interest
Attachment L	Form of Personal Services Agreement

Section X Additional Information

The additional information is available on the Connecticut State Treasurer's website at http://www.ott.ct.gov/business_requestsforproposals.html or by request. Please contact Peter McAlpine at CT-DEBT-RFP@ct.gov :

- A. STF: 1) STF Annual Audited Statements 2014
- 2) STF Bond Closing Certificate (2014 Bonds)
- 3) STO Official Statement (October 2014)
- 4) Senior and Second Lien Indentures of Trust

- B. CWF: 5) CWF Annual Audited Statements 2014
- 6) CWF Bond Closing Certificate (2013 Bonds)
- 7) CWF Official Statement (February 2013)
- 8) Senior and Subordinate Bond Resolutions
- 9) Environmental Protection Agency Audit Guide for Clean Water
 and Drinking Water State Revolving Funds – Revised
 September 2002

- C. DWF: 10) DWF Annual Audited Statements 2014

SECTION I - INTRODUCTION AND PURPOSE OF THE RFP

The Office of the Treasurer of the State of Connecticut (the “State” or “Treasurer”) requests proposals from qualified firms interested in providing professional auditor and accounting services to the:

- Special Transportation Fund (the “STF”); and
- State’s Revolving Fund, including both:
 - Clean Water Fund (the “CWF”) or Water Pollution Control Federal Revolving Loan Account; and
 - Drinking Water Fund (the “DWF”) or Drinking Water Federal Revolving Loan Account.

The State intends to use this RFP process to select firms that will be appointed by the Treasurer to serve each of these two programs. Firms may submit proposals to serve as auditor for either or both of the Special Transportation Fund or the State Revolving Funds (both the CWF and DWF) for a three-year term with a possible one-year extension. Firms submitting proposals for more than one program must submit separate fee proposals for each program. Auditors selected pursuant to this RFP process will supersede all previous auditor appointments made by the State Treasurer for the programs.

Firms selected to provide professional auditor and accounting services as part of the RFP process will be required to enter into a Personal Services Agreement with the State. See Attachment L – Form of Personal Services Agreement.

Proposals are due by 3 p.m. on Friday, February 13, 2015. Questions regarding this RFP are due by February 2, 2015, with responses, if any, to individual questions being posted by February 6, 2015. The State reserves the right to request additional information from firms responding to the RFP and to request certain firms responding to this RFP to make oral presentations. Any such interviews are tentatively scheduled for the week of March 2, 2015. Firms requested to make oral presentations will be notified on or before February 24, 2015.

Questions regarding this RFP should be directed to the Official Agency Contact for this RFP, Peter B. McAlpine, Principal Debt Management Specialist, 55 Elm Street, 6th Floor, Hartford CT 06106. E-mail communications for the RFP should be sent to CT-DEBT-RFP@ct.gov. Please indicate “Proposal for Professional Auditor and Accounting Services” in the subject line of your e-mail.”

Questions concerning Attachments A-L ONLY should be directed to Shelagh McClure the Agency Compliance Officer by e-mail at shelagh.mcclure@ct.gov . Please indicate “Proposal for Professional Auditor and Accounting Services” in the subject line of your e-mail.

All other communications regarding this RFP except as specifically permitted herein are strictly prohibited and may result in disqualification of your firm. As of the date of this RFP, interested firms should not contact any other employees of the State of Connecticut concerning this RFP.

SECTION II - SCOPE OF SERVICES

THE SPECIAL TRANSPORTATION FUND

The State's Transportation Infrastructure Program is an ongoing program encompassing the planning, acquisition, removal, construction, repair, rehabilitation and improvement of the State's highways, bridges, and mass transportation and transit facilities. The State's share of this program, estimated currently at \$14.1 billion, is to be funded from pledged revenues deposited in the Special Transportation Fund ("STF") and from the proceeds of Special Tax Obligation ("STO") bonds.

Professional Auditing Services for the Special Transportation Fund

STO bonds are special obligations of the State payable solely from the revenue of the State pledged therefor, as provided in Public Act 84-254 (the STO Bond Act), as amended. All pledged revenues are credited to the STF established pursuant to Public Act 83-30 of the June 1983 Special Session of the Connecticut General Assembly. Pledged revenues consist of taxes, fees, charges and other designated receipts of the State credited to the STF. These include motor fuels taxes; motor vehicle receipts; license, permit and fee revenues; oil companies tax; sales tax for casual motor sales; motor vehicle related fines, penalties or other charges and certain transportation related federal revenues of the State credited to the STF. Other receipts or funds pledged under the Indenture of Trust entered into by the State and U.S. Bank and Trust, as Trustee, include investment earnings and funds in the accounts established.

The STO Bond Act further provides that the Treasurer will apply the resources in the STF to pay for debt service on the STO bonds as required by the Indenture. The Debt Service Account, the Note Repayment Account and the Reserve Account, which are accounted for as part of the STF, are held in trust by the Trustee and are the accounts from which payments of principal and interest will be paid. The remaining resources of the STF are available for: (i) payment of principal on Notes, if any, (ii) payment of the principal of and interest on general obligation bonds issued for transportation purposes, or any general obligations refunding the same, and (iii) payment of State budget appropriations including those for the Department of Transportation and Department of Motor Vehicles.

Please note that the audit of the STF involves fieldwork at the Department of Transportation, the Department of Motor Vehicles, the Department of Revenues Services, the Judicial Department and the Office of the Treasurer.

The services which the State seeks include the following:

- a. Annual audit of the STF for each of the three fiscal years ending June 30, 2015, 2016 and 2017.
- b. Financial involvement and support for any related STO bond issues including the Certificate of the Secretary of OPM responsible for Section 2.4 (b)(3) of the Senior Indenture and Section 2.2 (b)(3) of the Second Lien Indenture.
- c. Verification and/or confirmation of program debt service requirements including certification of the adequacy of the Debt Service Reserve Account.

THE CONNECTICUT SRF PROGRAMS

The State has two State Revolving Fund programs (SRFs) for which the federal EPA provides capitalization grants under the Water Quality Act of 1987. The Connecticut Clean Water Fund (CWF) is one of the oldest SRF programs in the country, established for the purpose of providing grant and loan funding for eligible water pollution control projects. Similarly, the State's Drinking Water Fund (DWF), established in 1996, provides loan funding for eligible public water system projects. Since federal regulations under the Clean Water

Act and the Drinking Water Act require that separate fund accounting be performed by the State as a condition of receipt of the federal capitalization grants, the State has established these two subaccounts which have been designated the state revolving fund accounts.

Professional Auditing Services for the Clean Water Fund

The Clean Water Fund Revenue Bonds are special obligations of the State and payable solely from the revenues or other receipts, funds or moneys pledged pursuant to the General Bond Resolution as provided in Public Act 86-420 (the CWF Bond Act), as amended. All pledged revenues are credited to the state revolving fund account established pursuant to the CWF Bond Act. Pledged revenues consist of municipal obligation payments, fees and charges, fines and penalties collected by the State under the program. Other receipts, funds or moneys held pursuant to the Indenture of Trust entered into by the State and U.S. Bank, as Trustee, include investment earnings and moneys in the funds and accounts established. The Debt Service Fund and the Interest Subsidy Fund are held in trust by the Trustee and are the accounts from which payments of principal and interest are to be made.

The audit of the CWF will include fieldwork at the Department of Energy and Environmental Protection as well as the Office of the Treasurer.

The services which the State seeks for the CWF include the following:

- a. Annual financial audit of the program for the three fiscal years ending June 30, 2015, 2016 and 2017 on behalf of the Office of the Treasurer, including the audit required by the Single Audit Acts and OMB Circular A133.
- b. Annual compliance audit of the SRF programs for the years ending June 30, 2015, 2016 and 2017 on behalf of the Department of Energy and Environmental Protection.
- c. Verification and/or confirmation of program debt service requirements including the adequacy of the Debt Service Account and Support Fund.
- d. Financial involvement and support for any related revenue bond issues.

Professional Auditing Services for the Drinking Water Fund

The State of Connecticut established its drinking water program in 1997, as provided in Connecticut General Statutes Section 22a-477, to lend to publicly owned, privately owned and nonprofit public water systems for the planning, design and construction of eligible drinking water projects. The lending program began in June 1999. The State began leveraging the Drinking Water federal capitalization grants with the 2001 bond issue.

While there are no project grants, the State has created several programs which are directly funded by the federal capitalization grants as part of the Drinking Water program, the largest of which include Operator Certification, Capacity Development and Technical Assistance.

The audit of the DWF should include fieldwork at the Department of Public Health, the Department of Energy and Environmental Protection and the Office of the Treasurer.

The services which the State seeks for the DWF include the following:

- a. Annual financial audit of the program for the three fiscal years ending June 30, 2015, 2016 and 2017 on behalf of the Office of the Treasurer, including the audit required by the Single Audit Acts and OMB Circular A133.
- b. Annual compliance audit of the SRF programs for the years ending June 30, 2015, 2016 and 2017 on behalf of the Department of Public Health.
- c. Verification and/or confirmation of program debt service requirements including the adequacy of the Debt Service Account and Support Fund.
- d. Financial involvement and support for any related revenue bond issues.

SECTION III - EVALUATION CRITERIA

Firms will be evaluated on the basis of their written responses to this RFP, additional written information requested by the State and oral interviews, if any, against the following criteria:

- Depth of experience and knowledge of the Firm in auditing governmental entities and the firm's continuing commitment to serving the public sector.
- Overall quality of the written proposal, and oral presentation, if any.
- Organization of the audit team including the availability of the primary contact, appropriate staffing levels for the assignments and the depth and availability of the other professionals including the Firm's presence in Connecticut.
- Technical expertise, quantitative skill and experience of the Firm and the staff responsible for this work. Quality and capacity of the Firm's systems, technology infrastructure and equipment to be used in the delivery of services.
- Ability of the Firm to add value to the audit process - understanding of work to be performed, the regulatory environment and the audit responsibilities of the programs. Degree of critical understanding of issues relating to the State of Connecticut including its financial systems, its capital structure, its existing debt and its financing plans.
- Commitment of the Firm to adequately staff and complete the Scope of Services and time-sensitive transactions and to interact effectively with the Office of the Treasurer and other State agencies, bond and disclosure counsel, underwriters, underwriters' counsel, trustees and other professionals involved in the State's financings.
- The Firm's reputation and industry standing; Stability of the Firm;
- Cost Competitiveness – Fees for completion of the audit, agreed upon procedures related to bond issues and hourly rates will be an important factor in the evaluation process. The Treasurer, however, is not required to select the lowest-cost response.
- Corporate Citizenship policies, as reflected in firm's response to the Corporate Citizenship disclosure, **Legal and Policy Attachment F** hereto.
- Equal employment opportunity record as evidenced by the composition of Firm personnel and the Firm's affirmative action and equal employment opportunity policies and practices.
- Overall compliance with State and federal laws and policies as evidenced in the completion of the Section VI, Part C - Required Legal and Policy Attachments and the required submissions.

SECTION IV – MINIMUM CONTRACTOR QUALIFICATION

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of your Firm in undertaking these independent audits. The proposal should demonstrate the experience and qualifications of the Firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the requirements of this RFP. Items below must be included, because they represent the criteria against which the proposal will be evaluated.

A. Independence

The Firm should provide an affirmative statement that it meets the independence standards of the U.S. General Accounting Office's Government Auditing Standards (1994). The Firm should also list and describe the professional relationships involving the State of Connecticut or any of its agencies or component units and departments for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audits.

B. License to Practice

An affirmative statement should be included indicating that the Firm and all assigned key professional staff are properly licensed/registered to practice in Connecticut.

C. Firm Qualifications and Experience

The proposal should state the size of the Firm, the size of the Firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and those so employed on a part-time basis. The Firm should provide as much information as possible regarding the number, qualifications, experience and training of the specific staff assigned to this engagement. The Firm also should indicate how the quality of staff over the term of the agreement would be assured. Audit personnel may be changed at the discretion of the Firm provided that replacements have substantially the same or better qualifications and experience. The Firm should also indicate that it has no record of substandard work and is in good standing with the Connecticut Society of Certified Public Accountants and the State Board of Accountancy. Please provide the most recent Peer Review of the Firm.

D. Prior Engagements with the Treasurer's Office

The Firm should list separately each engagement with the Office of the Treasurer during the last five years and provide a description of the work completed (i.e., audit, bond compliance, advisory, consulting, etc.) including the number of staff hours by each engagement.

E. Similar Engagements with Other State and Quasi-Public Agencies

List the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this RFP.

F. Similar Engagements with Connecticut Municipalities

List the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this RFP.

G. Prior Engagement Involving Compliance Audits for Federal Grant Recipients

List the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this RFP.

H. Specific Audit Approach

The proposal should set forth a work plan including an explanation of the Firm's audit methodology to perform the services required in this RFP including the audit of multiple agencies with decentralized operations. In developing the work plan, reference should be made to such sources of information as the Public and Special Acts, the Connecticut General Statutes and financial and other management information relating to the State's STF and the STO bond issues involved and/or the State's CWF SRF, the DWF SRF and the related revenue bond issues.

Respondents will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement(s). Include approach to auditing decentralized segments of an agency.
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
3. Firm's technology infrastructure, systems, software to be used in the engagement.
4. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
5. Type and extent of analytical procedures to be used in the engagement.
6. Approach to be taken in determining laws and regulations that will be subject to audit test work.
7. Approach to be taken in drawing audit samples for purposes of tests of compliance.
8. Approach to handling required filings of audited financial statements and related information for the STF, and for CWF and DWF.
9. Ability to provide electronic versions of the audit materials including the audited financial statements.

I. Verification and/or Confirmation of Program Projections

The services expected will require the Respondent to:

1. Independently reconcile cash in the various funds.
2. Prepare closing certificates for bond issues.
3. Prepare written confirmation of the accuracy of the debt service reserve funding, and coverage ratios, if applicable.
4. Confirm the debt service and cash flow projections and/or coverage ratios, if applicable.

J. Identification of Potential Audit Problems

The proposal should identify and describe any potential audit problems, the firm's approach to resolving these problems and any special assistance that may be requested from the State of Connecticut.

K. Annual Report Format

For the STF, annual reports should generally adhere to the format established over the history of the Fund. Please note that the annual audit report is required, under Section 7.4 of the Senior Indenture, to be completed within 120 days of the end of each fiscal year, usually by October 28 of each year.

For the CWF and the DWF, reports should generally adhere to the format established over the history of the Fund. Firms should also refer to Section 66.458 of the Compliance Supplement for Single Audits of State and Local Governments issued by OMB for use by independent auditors in conducting SRF audits. Please note that the annual reports are required by State statutes and federal regulations to be completed and distributed no later than 90 days after the close of the State fiscal year, usually September 30 of each year. To meet this requirement, the audit reports must be completed at least two weeks prior, on or about September 15, for inclusion in the annual reports.

SECTION V - GENERAL REQUIREMENTS AND CONDITIONS

If your firm elects to respond to this RFP, submission of your proposal assumes acceptance of the following understandings:

- A. The audits must be performed in accordance with generally accepted auditing standards. The CWF and the DWF audits must be performed in accordance with the standards set forth for financial audits in the U.S. General Accounting Office's Government Auditing Standards (1994), the provisions of the federal Single Audit Acts of 1984 and 1987 and U.S. Office of Management and Budget (OMB) Circular A-133 (Revised), Audits of State and Local Governments. In addition, these audits must conform to the requirements of the Clean Water Fund Revenue Bond Program General Bond Resolution dated December 7, 1990. (See Section X - Additional Information.)
- B. The proposal should describe the firm's overall approach, plans and qualifications for accomplishing the specific services described in Section II Scope of Services of this RFP. Value-added services not specifically requested but offered by the Respondent should also be described.
- C. The price quoted includes all travel and related out-of-pocket expenses that may be incurred. Cost estimates will be considered as "not-to-exceed" quotations, against which time and expenses will be charged. The State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes, therefore, must not be included in the price quoted. Finally, the price quoted will be applicable to the entire term of the contract and will not be subject to alterations unless an extension of the scope is warranted.
- D. The State reserves the right to withdraw this RFP without notice, to reject all proposals, to reject all proposals not conforming to this RFP and to waive any irregularity or informality with respect thereto. The State shall not be responsible for any costs incurred by the Respondents in preparing, submitting or presenting their proposal. All work products of the Respondents in proposing to the State shall be the property of the State.
- E. Proposals received after the date and time stated cannot be considered and will be returned.
- F. Any contract awarded as a result of the RFP must be in full conformity with State and federal laws and policies as evidenced in the completion of the Section VI, Part C - Required Legal and Policy Attachments and the required submissions.
- G. The State of Connecticut further reserves the right to make awards under this RFP without interviews of the Respondents. Proposals should be submitted on the most favorable terms from a technical and price standpoint. The State of Connecticut reserves the right not to accept the lowest-priced proposal.
- H. Proposals must be signed by an authorized officer of the firm. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind the firm, and for those who may be contacted for the purpose of clarifying the information provided.

- I. Proposals should be for a period of three (3) years. The State reserves the right to extend the contract in accordance with State regulations. Should the specifications outlined in this RFP change materially during this three-year period, the State reserves the right to renegotiate or cancel the contract upon giving 60 days written notice.
- J. All work papers which result from the performance of the services described herein must be made available to the State and its Auditors of Public Accounts.
- K. All documents, including but not limited to any compliance letters, financial statements, disclosures and management letters, provided to the State are public records pursuant to Connecticut General Statutes Section 1-218 and may be published by the State at any time at its sole discretion.

SECTION VI - REQUESTED INFORMATION

Requested Information consists of three parts: Part A: General Information; Part B: Fee Proposal and Part C: Required Legal and Policy Attachments. **All firms submitting a proposal must provide the information requested under Parts A, B and C. Firms responding for more than one program must provide a separate response to Part B for each program.**

Part A - General Information

Please generally follow the format and order below to provide the State a working basis of comparing one proposal with another. The elements within this outline are expected to address the guidance provided in Section IV. Additions may be made where necessary for purposes of clarification or amplification.

Provide the name, title, address, telephone number, fax number and e-mail address of the person the State should contact in connection with your proposal.

A. Overview of Firm.

Provide a brief description of your firm and its ownership structure. Discuss the location(s) of the office(s) from which the primary work on this engagement is to be performed. Detail the staffing levels of your firm including job titles for each staff position as of the date of your proposal. Provide job descriptions and the minimum experience required for each job title. Explain any significant changes in staffing and/or the organization of your firm during the previous three years

B. Qualifications and Experience of the Firm.

1. Firm's commitment to public service
2. Audits of governmental entities
3. Audits of Connecticut municipal issuers
4. Audits of other entities
5. Experience in and approach to verification of cash flows. Discuss your firm's analytical and quantitative resources including commercially available software programs, internally created programs and staff assigned to this work.
6. References. Provide the name, title, company or governmental entity, address and telephone number of three client references the State may contact in connection with your proposal.

C. Qualifications and Experience of the Audit Team.

Education, experience, accreditation and continuing education of client service team members. Provide brief resumes summarizing the backgrounds and qualifications of the specific individuals in your firm who would be assigned to work with the State. Specify the person who will serve as the primary day-to-day contact and discuss the primary roles that other members of your team will fill. Indicate how the quality and availability of the staff over the term of the agreement will be assured. (Resumes may be included as an Appendix to your proposal.)

D. Understanding of Work to be Performed

1. Audit approach
2. Verification of projections
3. Time estimates
4. Timetable

E. Provide a summary of the key strengths and qualifications of your firm to provide the professional auditing and accounting services to the State. (Your response to this question should not exceed one page.)

Part B - Fee Proposal

Firms must respond to Part B using the format below. Firms responding for more than one program must submit a separate Schedule of Fees and Expenses for each program.

Cost of Services (All-Inclusive Maximum Price Per Year)

The bid should contain all pricing information in order to perform the auditing and accounting services described in the RFP in a Schedule of Fees and Expenses, as shown below. Bids must include support for the maximum price and provide rates for partner, manager, supervisory and staff level times the hours anticipated for each. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses for each year of the three-year contract. Administrative support and other work necessary to provide services described in your response should be included in the professional fees quoted. Bids must be provided for Part I – Audits and Part II - Bond Issues, separately.

I. Audits

II. Bond Issues

- Special Tax Obligation Bond Issues (paid from the Special Transportation Fund) (assume one STO bond issue per year).
- Clean Water Fund Revenue Bond issues for both the CWF and the DWF (assume one revenue bond issue per year). Responders should note that while the State has two separate SRF programs, since 2001, one revenue bond issue each year provides funding for both programs.

Please detail any other fees and expenses you would anticipate charging in connection with this engagement. Please identify any fee structures, other than hourly rates, that would be acceptable to your firm. Discuss the benefit to the State of such arrangements and any limitations thereon. The contract may be extended for a fourth year. Please provide fees and expenses that would apply to a fourth year, or if prices will escalate with CPI, please state the particular regional CPI index referenced.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

PROGRAM _____

	Projected Hours 2015	Quoted Rates 2015	Total 2015	Projected Hours 2016	Quoted Rates 2016	Total 2016	Projected Hours 2017	Quoted Rates 2017	Total 2017
I. Annual Audit Hours									
Partners		\$	\$		\$	\$		\$	\$
Managers		\$	\$		\$	\$		\$	\$
Supervisory Staff		\$	\$		\$	\$		\$	\$
Staff		\$	\$		\$	\$		\$	\$
Subtotal:		\$	\$		\$	\$		\$	\$
Out-of-Pocket Expenses									
TOTAL ALL- INCLUSIVE MAXIMUM PRICE FOR ANNUAL AUDIT ONLY		\$	\$		\$	\$		\$	\$
II. Bond Issue Hours					\$	\$		\$	\$
Partners		\$	\$		\$	\$		\$	\$
Managers		\$	\$		\$	\$		\$	\$
Supervisory Staff		\$	\$		\$	\$		\$	\$
Staff		\$	\$		\$	\$		\$	\$
Subtotal:		\$	\$		\$	\$		\$	\$
Out-of-Pocket Expenses		\$	\$		\$	\$		\$	\$
TOTAL ALL- INCLUSIVE MAXIMUM PRICE FOR PER BOND ISSUE ONLY.		\$	\$						

Part C - Required Legal and Policy Attachments

This section includes the directions for completion of Legal and Policy Attachments A-K. Please provide four (4) separately bound copies of the Legal and Policy Attachments. One of the four copies must contain an original signature on each item.

A link to each of the statutes cited is provided in this section. Documents to be completed are in Attachments at the end of the RFP.

Attachment A **CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO RESPONDENTS and BIDDER CONTRACT COMPLIANCE MONITORING REPORT:** The forms in Attachment A are required to fulfill the Treasurer's obligation to consider certain factors relating to equal opportunity and affirmative action in her review of all respondents' qualifications, as required under Regulations of the Commission on Human Rights and Opportunities, Conn. Agency Regs. §§46a-68j-21 through 43. You may review those regulations by clicking on the following link:

Conn. Agency Regs. §§46a-68j-21 et seq. http://www.ct.gov/chro/lib/chro/Contract_Compliance_Regs.pdf

Please provide requested information and sign where indicated.

AND

EMPLOYER INFORMATION REPORT: Please complete one form for the current year and each of the two prior reporting periods (for a total of three (3) reporting periods), and notarize where indicated. The demographic information requested is the same information that is reported on the federal EEO-1 form. You must complete this information even if you are not subject to the federal law requiring EEO-1 reports.

Attachment B **NONDISCRIMINATION CERTIFICATION:** Any entity or individual entering into a contract with the state is required to provide documentation that the entity or individual has a policy that complies with the nondiscrimination agreement and warranty under Connecticut General Statutes § 4a-60(a)(1) (which prohibits discrimination based on race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents the performance of the work involved) and § 4a-60a(a)(1) (which prohibits discrimination based on sexual orientation). Conn. Gen. Stat. §4a-60(d) defines "marital status" and "mental disability". Conn. Gen. Stat. §46a-51 defines "gender identity or expression." Connecticut recognizes same sex marriages. See Conn. Gen. Stat. §46b-20, which defines "marriage" as the "legal union of two persons."

Conn. Gen. Stat. § 4a-60 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-60

Conn. Gen. Stat. § 46a-51 http://www.cga.ct.gov/current/pub/chap_814c.htm#sec_46a-51

Conn. Gen. Stat. § 46b-20 http://www.cga.ct.gov/current/pub/chap_815e.htm#sec_46b-20

An authorized signatory must execute a **NONDISCRIMINATION CERTIFICATION** on behalf of corporate or business entities, evidencing compliance with the above requirements at the time the contract is signed. A sample Certification is included.

We are asking at this time for your Firm to provide a written statement that if selected, you will provide the Office of the Treasurer with an executed certification document. A firm that cannot provide the requested written statement will be eliminated from further consideration.

Attachment C **EMPLOYMENT PRACTICES INFORMATION**: The information requested expands on the EEO information provided in Attachment A, by asking for information on the demographics of Respondents' upper level management, recent promotion statistics, and your equal opportunity and affirmative action policy. Please provide all requested information, being sure to identify it by the subsection to which it responds, and notarize where indicated.

Attachment D **AFFIDAVIT OF THIRD PARTY FEES AND DISCLOSURE OF CONSULTING AGREEMENTS**: Any person or entity wishing to do business with the State Treasurer must disclose in writing any payment or receipt of third party fees, or agreement to pay or receive third party fees attributable to the contract. This includes direct and indirect payments, including any payments made or to be made to subagents, and Respondent has a duty to inquire with respect to indirect payments. This disclosure requirement is imposed by Conn. Gen. Stat. § 3-13j for all investment services contracts. The following link will provide useful guidance on the types of payments that must be reported and those fees that are impermissible under Conn. Gen. Stat. §3-13l:

<http://www.state.ct.us/ott/disclosure/amendedregulations.pdf>

Conn. Gen. Stat. § 3-13j http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13j

Conn. Gen. Stat. § 3-13l http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13L

In addition, Respondents must report on this affidavit any "consulting agreement" entered into in connection with this contract, pursuant to the requirements of Conn. Gen. Stat. § 4a-81. "Consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted." If the consultant identified is a former Connecticut public official or state employee, report the former agency of such consultant and his/her employment termination date. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

Conn. Gen. Stat. § 4a-81 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-81

This affidavit must be signed by the chief official of the Respondent. If Respondent has no fees or agreements to report, please insert "none" on the affidavit.

Attachment E **TREASURY GIFT AFFIDAVIT**: State law prohibits state agencies from executing a contract with a person or firm, having a total cost to the state of more than \$500,000 in a calendar or fiscal year, unless the agency receives an affidavit from the person or firm attesting that no gifts as defined in Conn. Gen. Stat. § 1-79 were given by the firm or by any principals or key personnel of the firm. See Conn. Gen. Stat. §4-250 et seq. The Treasurer requires **all** selected vendors to complete a Gift Certification when the contract is executed, regardless of the value of the proposed contract. Respondents are required to perform the necessary inquiry to complete this affidavit.

Conn. Gen. Stat. § 1-79 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-79

Conn. Gen. Stat. § 4-250 et seq. http://www.cga.ct.gov/current/pub/chap_055c.htm

Attachment F **CORPORATE CITIZENSHIP:** All Respondents are asked to demonstrate their commitment to being a good corporate citizen by providing information on their policies on charitable giving and civic activities they sponsor or participate in which improve the communities in which they are located and do business. Attachment F includes a list of questions, and Respondents are encouraged to report any other activities evidencing their commitment to being a good corporate citizen.

Attachment G **NOTICE OF LEGAL PROCEEDINGS:** The purpose of this disclosure is to inform the Treasurer of any legal proceedings or investigations in the recent past or that are ongoing that could have a material effect on Respondent's ability to perform services for the Treasury or affect its business relationship with this office. Please do not respond by referring the State Treasurer to online filings with public agencies, such as the SEC. It is Respondent's obligation to provide the information. Respondents having no information to report in response to any of the disclosure requests, may indicate "none" on the Supplemental Information attachment.

Attachment H **CAMPAIGN CONTRIBUTION DISCLOSURE:** State law prohibits the State Treasurer from entering into a contract for investment services with any firm when a political committee established by the firm, or any "principal of the investment services firm," as defined in the law, has contributed to or solicited contributions on behalf of an exploratory or candidate committee established by the State Treasurer for her nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-612(e). In addition, state law prohibits certain entities and individuals from making contributions to or knowingly soliciting contributions from employees, subcontractors or principals of subcontractors on behalf of candidates for statewide office or the General Assembly. Respondents that do not maintain in the ordinary course of business the information needed to complete the required attestation, are required to perform the inquiry necessary to complete this affidavit.

Conn. Gen. Stat. § 1-84 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-84

Conn. Gen. Stat. § 9-612 http://www.cga.ct.gov/current/pub/chap_155.htm#sec_9-612

Attachment I **NOTICE TO STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN:** Pursuant to Conn. Gen. Stat. § 9-612(f), all state agencies are required to provide a Notice to their Prospective State Contractors, informing them of (1) the ban on campaign contributions to and limits on solicitation of contributions on behalf of candidates for statewide elective office, (2) their duty to inform their principals of the law, and (3) the possible consequences of violation of the law. An authorized signatory of the firm must acknowledge receipt of the State Elections Enforcement Commission's Notice (Attachment I) as indicated.

Conn. Gen. Stat. § 9-612 http://www.cga.ct.gov/current/pub/chap_155.htm#sec_9-612

Attachment J **ANTI-TERRORISM; FOREIGN ASSET CONTROL REGULATIONS; FOREIGN CORRUPT PRACTICES ACT:** The purpose of this attachment is to assist the Treasurer in fulfilling her statutory duty under Conn. Gen. Stat. §3-13d(a) to consider the implications of any investment in relation to the foreign policy and national interests of the United States and to avoid the investment of pension funds in entities that are contributing to the threat of global terrorism.

Conn. Gen. Stat. § 3-13d http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13d

Attachment K **CONFLICTS OF INTEREST:** Any material conflicts of interest must be disclosed. Respondents with no conflicts to report, please insert "None".

SECTION VII - SUBMISSION OF PROPOSALS

- A. **Minimum Submission Requirements.** To be considered, at a minimum, proposals must: (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements and (4) include the required Attachments.

1. **Deadline:** No later than 3:00 p.m. on Friday, February 13, 2015.

2. **Required Format:**

- a. Cover letter signed by an individual authorized to commit the firm to a Personal Services Agreement with the State of Connecticut. The cover letter should include a written statement that the Respondent has read and accepts the RFP's conditions, the Treasurer's standard contract and conditions and the State's contract compliance requirements in their entirety and without amendment. The statement must be signed by the Respondent.
- b. Style Requirements. Proposal must respond to the questions asked and information requested in Section VI of this RFP using the format provided in Section VI of the Proposal of this RFP. Proposals must conform to the following requirements: (1) be word processed or typewritten, (2) use font size of not less than 12 points, (3) have margins of not less than 1" on the top, bottom, and sides of all pages, (4) be not more than 25 pages in length, excluding the Required Legal and Policy Attachments, (5) display the Firm's name on the header of each page and (6) display page numbers at the bottom of each page. Brief and concise answers are encouraged.
- c. Separate responses to Section VI Part B including Schedule of Fees & Expenses as shown on page 13 must be prepared for the STF and the CWF and DWF to the extent your firm wishes to serve one or both of these programs.

3. **Delivery Requirements.**

- a. Electronic Delivery: The proposal and attachments must be delivered via e-mail to CT-DEBT-RFP@ct.gov on Friday, February 13, 2015
- b. Hardcopy Delivery: One original and six (6) copies of the response to this RFP, separately bound; one executed original and three (3) copies of the response to Section VI – Required Legal and Policy Attachments, separately bound; and one copy of the proposal and the Attachments in PDF format on a CD disk must be received at the Office of the Treasurer, 55 Elm Street, 6th Floor, Hartford, CT 06106, Attention: Peter B. McAlpine, no later than 3 p.m. on February 13, 2015. The original proposal must be clearly identified as such and signed by the individual authorized by the Firm to commit to the contract with the State. The name and address of the Firm must appear in the upper left-hand corner of the envelope or package. The sealed envelope should be identified as follows: "Proposal for Professional Auditor and Accounting Services."

4. **Required Legal and Policy Attachments.** Complete all Legal and Policy Attachments in accordance with the directions provided. Failure to complete the Legal and Policy Attachments may result in the Proposal not being reviewed.

5. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further. Unsigned proposals will be rejected. Responses received after that deadline will not be considered. Proposals transmitted by facsimile will not be accepted or reviewed.

B. Inquiry Procedures. Respondents may submit questions about the RFP to the Official Agency Contact – Peter B. McAlpine, Principal Debt Management Specialist, by e-mail at CT-DEBT-RFP@ct.gov or about the Attachments A-L ONLY to Shelagh McClure, the Agency Compliance Officer by e-mail at shelagh.mcclure@ct.gov. Please indicate “Proposal for Professional Auditor and Accounting Services” in the subject line of your e-mail. Communication with other agency personnel regarding this RFP is prohibited and may result in disqualification of your firm.

C. Confidential Information. Firms are advised that the Office of the Treasurer is a public agency and its records, including responses to this RFP, are public record.

If a Respondent in good faith believes that any portion of its submission is exempt from public disclosure under FOIA, then, in order to maintain confidentiality, the Respondent (i) should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA and (ii) the material claimed to be exempt should be clearly marked “Confidential.” The Treasurer will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for any inadvertent or intentional disclosure of such information, materials or data. Submissions marked as “Confidential” in their entirety will not be honored as such and the Treasurer will not deny public disclosure of all or any part of such submissions so marked. Only information marked “Confidential” that is accompanied with a precise statutory basis for such exemption under FOIA shall be safeguarded.

By submitting information with portions marked as “Confidential,” the Respondent (i) represents that it has a good faith reasonable belief that such information is exempt from disclosure under FOIA pursuant to the precise statutory basis for such exemption, and (ii) agrees to reimburse the Treasurer for, and to indemnify, defend and hold harmless the Treasurer, its officers, fiduciaries, employees and agents from and against, any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever arising from or relating to the Treasurer’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

D. References. Identify three recent clients that we may contact as references. Provide the following information for each reference: name, title, agency / company name and address, telephone number, e-mail address and summary of the work performed including length of engagement.

E. Contract Compliance Requirements. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to or operation of its programs, services or activities.

- F. Consultants.** Any Respondent that has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of the Office of the Treasurer, whether or not direct contact with the agency, any agency or public official or state employee was expected or made, must disclose such consulting agreements in the Affidavit of Third Party Fees and Disclosure of Consulting Agreements, Attachment D of the Legal and Policy Attachments. The selected vendor will be required to provide an updated disclosure at the time the contract is executed. See the Directions accompanying the Legal and Policy Attachments.
- G. Interviews with Respondents.** At its discretion, the Office of the Treasurer may convene interviews with Respondents in order to gain a fuller understanding of the Respondent's proposals. If the Office of the Treasurer decides interviews are warranted, the Respondent will be contacted by February 24, 2015 to make an appointment. Any such interviews are tentatively scheduled for the week of March 2, 2015.
- H. Joint Proposals will not be considered.**

Section VIII - RFP Conditions

- A. All proposals submitted in response to this RFP will become the sole property of the Office of the Treasurer.
- B. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP will become the sole property of the Office of the Treasurer.
- C. Timing and sequence of events resulting from this RFP will ultimately be determined by the Office of the Treasurer.
- D. The Respondent agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
- E. The Office of the Treasurer may amend or cancel this RFP, prior to the due date and time, if the Agency deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
- F. Any costs and expenses incurred by Respondents in preparing or submitting proposals, including travel expenses incurred to attend Respondent's interviews, are the sole responsibility of the Respondent.
- G. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Office of the Treasurer at the Respondent's sole cost and expense.
- H. By submitting the proposal, the Respondent represents and warrants that the proposal is not made in connection with any other Respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance and that no agent, representative or employee of Office of the Treasurer participated directly in the Respondent's proposal preparation.
- I. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format or comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- J. The Respondent must accept the Office of the Treasurer's standard contract language and conditions. See Attachment - Form of Personal Services Agreement.
- K. The Office of the Treasurer reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation or if the Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Office of the Treasurer also reserves

the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

- L. The Office of the Treasurer reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of the Office of the Treasurer shall not constitute a breach of contract on the part of the Office of the Treasurer since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Office of the Treasurer and the Respondent.
- M. Prior to its engagement by the Office of the Treasurer, the successful Respondent shall furnish the Office of the Treasurer with a current and valid Letter of Good Standing issued by the State of Connecticut Department of Revenue Services, pursuant to Connecticut General Statutes 12-2. The failure of the successful Respondent to timely provide a Letter of Good Standing prior to engagement may result in the removal and replacement of the successful Respondent.

Attachments A to K – Required Legal and Policy Attachments

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State of Connecticut
Office of the Treasurer
Legal and Policy Attachments

Directions for completion of Legal and Policy Attachments

A link to each of the statutes cited is provided on page 26.

A. Attachment A **CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO RESPONDENTS and BIDDER CONTRACT COMPLIANCE MONITORING REPORT** . Please provide requested information and sign where indicated.

AND

Employer Information Report--- Complete an Employment Information Report for the current year and each of the 2 prior reporting periods **(for a total of 3 years of data)**.

The forms in Attachment A are required to fulfill the Treasurer's obligation to consider certain factors relating to equal opportunity and affirmative action in her review of all respondents' qualifications, as required under Regulations of the Commission on Human Rights and Opportunities, Conn. Agency Regs. §§46a-68j-21 through 43.

B. Attachment B **NONDISCRIMINATION CERTIFICATION**: Any entity or individual entering into a contract with the state is required to provide documentation that the entity or individual has a policy that complies with the nondiscrimination agreement and warranty under Connecticut General Statutes § 4a-60(a)(1) (which prohibits discrimination based on race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents the performance of the work involved) and § 4a-60a(a)(1) (which prohibits discrimination based on sexual orientation). Conn. Gen. Stat. §4a-60(d) defines "marital status" and "mental disability". Conn. Gen. Stat. §46a-51 defines "gender identity or expression." Connecticut recognizes same sex marriages. See Conn. Gen. Stat. §46b-20, which defines "marriage" as the "legal union of two persons."

An authorized signatory must execute a **NONDISCRIMINATION CERTIFICATION** on behalf of corporate or business entities, evidencing compliance with the above requirements at the time the contract is signed. A sample Certification is included.

We are asking at this time for your firm to provide us with a written statement that if your firm is selected, you will provide the Office of the Treasurer with an executed certification document. A firm that cannot provide the requested written statement will be eliminated from further consideration.

C. Attachment C EMPLOYMENT PRACTICES INFORMATION:

The information requested expands on the information provided in Attachment A, by asking for information on the demographics of Respondents' upper level management, recent promotion statistics, and equal opportunity and affirmative action policy.

D. Attachment D AFFIDAVIT OF THIRD PARTY FEES AND DISCLOSURE OF CONSULTING AGREEMENTS:

Any person or entity wishing to do business with the State Treasurer must disclose in writing any payment or receipt of third party fees, or agreement to pay or receive third party fees attributable to the contract. This includes direct and indirect payments, including any payments made or to be made to subagents, and Respondent has a duty to inquire with respect to indirect payments. This disclosure requirement is imposed by Conn. Gen. Stat. § 3-13j for all investment services contracts. The following link will provide useful guidance on the types of payments that must be reported and those fees that are impermissible under Conn. Gen. Stat. §3-13l:

<http://www.state.ct.us/ott/disclosure/amendedregulations.pdf>

In addition, Respondents must report on this affidavit any "consulting agreement" entered into in connection with this contract, pursuant to the requirements of Conn. Gen. Stat. § 4a-81. "Consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted." If the consultant identified is a former Connecticut public official or state employee, report the former agency of such consultant and his/her employment termination date. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

This affidavit must be signed by the chief official of the Respondent. If Respondent has no fees or agreements to report, please insert "none" on the affidavit.

E. Attachment E TREASURY GIFT AFFIDAVIT:

State law prohibits state agencies from executing a contract with a person or firm, having a total cost to the state of more than \$500,000 in a calendar or fiscal year, unless the agency receives an affidavit from the person or firm attesting that no gifts as defined in Conn. Gen. Stat. § 1-79 were given by the firm or by any principals or key personnel of the firm. See Conn. Gen. Stat. §4-250 et seq. The Treasurer requires **all** selected vendors to complete a Gift Certification when the contract is executed, regardless of the value of the proposed contract. Respondents are required to perform the necessary inquiry to complete this affidavit.

F. Attachment F **CORPORATE CITIZENSHIP:**

All Respondents are asked to demonstrate their commitment to being a good corporate citizen by providing information on their policies on charitable giving and civic activities they sponsor or participate in which improve the communities in which they are located and do business. Attachment F includes a list of questions, and Respondents are encouraged to report any other activities evidencing their commitment to being a good corporate citizen.

G. Attachment G **NOTICE OF CERTAIN LEGAL PROCEEDINGS:**

The purpose of this disclosure is to inform the Treasurer of any legal proceedings or investigations in the recent past or that are ongoing that could have a material effect on Respondent's ability to perform services for the Treasury or affect its business relationship with this office. Please do not respond by referring the State Treasurer to online filings with public agencies, such as the SEC. It is Respondent's obligation to provide the information. Respondents having no information to report in response to any of the disclosure requests, may indicate "none" on the Supplemental Information attachment.

H. Attachment H **CAMPAIGN CONTRIBUTION AFFIDAVIT:**

State law prohibits the State Treasurer from entering into a contract for investment services with any firm when a political committee established by the firm, or any "principal of the investment services firm," as defined in the law, has contributed to or solicited contributions on behalf of an exploratory or candidate committee established by the State Treasurer for her nomination or election to the Office of State Treasurer. See Conn. Gen. Stat. §§1-84(n), 9-612(e). In addition, state law prohibits certain entities and individuals from making contributions to or knowingly soliciting contributions from employees, subcontractors or principals of subcontractors on behalf of candidates for statewide office or the General Assembly. Respondents that do not maintain in the ordinary course of business the information needed to complete the required attestation, are required to perform the inquiry necessary to complete this affidavit.

I. Attachment I **NOTICE TO STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN:**

Pursuant to Conn. Gen. Stat. § 9-612(f), all state agencies are required to provide a Notice to their Prospective State Contractors, informing them of (1) the ban on campaign contributions to and limits on solicitation of contributions on behalf of candidates for statewide elective office, (2) their duty to inform their principals of the law, and (3) the possible consequences of violation of the law. An authorized signatory of the firm must acknowledge receipt of the State Elections Enforcement Commission's Notice (Attachment I) as indicated.

J. Attachment J **ANTI-TERRORISM; FOREIGN ASSET CONTROL REGULATIONS; FOREIGN CORRUPT PRACTICES ACT:**

The purpose of this attachment is to assist the Treasurer in fulfilling her statutory duty under Conn. Gen. Stat. §3-13d(a) to consider the implications of any investment in relation to the foreign policy and national interests of the United States and to avoid the investment of pension funds in entities that are contributing to the threat of global terrorism.

K. Attachment K **CONFLICTS OF INTEREST:**

Any material conflicts of interest must be disclosed. Respondents with no conflicts to report, please insert "None".

Links to Statutes

Conn. Gen. Stat. § 1-79 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-79

Conn. Gen. Stat. § 1-84 http://www.cga.ct.gov/current/pub/chap_010.htm#sec_1-84

Conn. Gen. Stat. § 3-13d http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13d

Conn. Gen. Stat. § 3-13j http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13j

Conn. Gen. Stat. § 3-13l http://www.cga.ct.gov/current/pub/chap_032.htm#sec_3-13L

Conn. Gen. Stat. § 4-250 et seq. http://www.cga.ct.gov/current/pub/chap_055c.htm

Conn. Gen. Stat. § 4a-60 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-60

Conn. Gen. Stat. § 4a-81 http://www.cga.ct.gov/current/pub/chap_058.htm#sec_4a-81

Conn. Gen. Stat. § 9-612 http://www.cga.ct.gov/current/pub/chap_155.htm#sec_9-612

Conn. Gen. Stat. § 46a-51 http://www.cga.ct.gov/current/pub/chap_814c.htm#sec_46a-51

Conn. Gen. Stat. § 46b-20 http://www.cga.ct.gov/current/pub/chap_815e.htm#sec_46b-20

Conn. Agency Regs. §§46a-68j-21 et seq. http://www.ct.gov/chro/lib/chro/Contract_Compliance_Regs.pdf

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s ☐ good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

DEFINITIONS

Executive/Senior Level Officials and Managers. Individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, including investment management services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief information officers, chief investment officers and/or senior portfolio managers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

First/Mid Level Officials and Managers. Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are: vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: portfolio managers; first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.

Professionals. Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; analysts (budget, credit, financial, management); architects; artists; chemists; computer programmers; designers; dietitians; economists; editors; engineers; human resource specialists; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.

Sales Workers. These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include: advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.

Administrative Support Workers. These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; word processors and typists; proofreaders; desktop publishers; and general office clerks.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

PART III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Please go to www.state.ct.us/ott and click on the doing business link and then on the “compliance” tab to download a fillable **EMPLOYER INFORMATION REPORT**. Provide employment data for the current year and each of the previous 2 years (for a total of **3 years** data).

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing):

I certify that the statements made by me on this **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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NONDISCRIMINATION AFFIDAVIT

(To be signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy)

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity
duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

STATE OF CONNECTICUT
OFFICE OF THE TREASURER

EMPLOYMENT PRACTICES INFORMATION

COMPANY Name _____ (**“Respondent”**)

Please provide the following information:

- a. A current list of the titles and years of employment of women and minority key managers and/or senior officers.
- b. Documentation of any promotions in the past three (3) years among
 - i. minority professionals or managers
 - ii. women professionals and managers
- c. A copy of your firm’s equal opportunity and affirmative action policy.
- d. Any other information that would demonstrate the firm’s commitment to expanding diversity in the workplace, including recruiting initiatives, retention and promotion efforts, and ongoing assessment of the firm’s progress.

The undersigned, on behalf of the company identified above, hereby certifies that the information provided in response to this Attachment C is true and accurate to the best of his/her knowledge and belief under penalty of false statement.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

**AFFIDAVIT OF THIRD PARTY FEES AND
DISCLOSURE OF CONSULTING AGREEMENTS**

I, _____, a duly authorized officer and/or representative of _____, being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath.
2. _____ (firm name) intends to enter into a contract to furnish services to the Office of the State Treasurer (the "Contract").
3. All third party fees, agreements to pay third party fees, and consulting agreements attributable to the Contract are as follows:

NAME OF PAYEE	DOLLAR AMOUNT PAID OR VALUE OF NON- CASH COMPENSATION AND DATE	FEE ARRANGEMENT	SPECIFIC SERVICES PERFORMED OR TO BE PERFORMED BY PAYEE ¹

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee or consulting arrangement described above, complete the attached Form A3a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.

**FORM A3A: FOR COMPLETION BY ALL VENDORS BEFORE
CONTRACTING**

**STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER**

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

A. For each fee arrangement disclosed in the attached Affidavit, provide the following information about the third party payee:

- (1) Name
- (2) Address
- (3) Is the person or entity registered with the Securities and Exchange Commission, a state regulatory authority or FINRA? If so, provide details
- (4) Name of the President/Chief Executive Officer
- (5) Name, telephone number and email address of the individual principally responsible for work performed in connection with the contract, investment or proposed investment with the Office of the Treasurer

B. Please explain whether and how each such payment falls within one or more of the following categories of compensation providing an exception to the prohibition on finder's fees:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

C. Attach a copy of the agreement evidencing the terms of the fee arrangement and the services, **and** provide a narrative description of any services actually rendered by the third party payee in connection with the contract, investment or proposed investment with the Office of the Treasurer.

D. For each fee arrangement disclosed in the affidavit, please respond to the following:

- (1) Is the fee paid to a former state employee or public official? If so, please identify such person's former agency, position and the date such employment was terminated.

"Consulting agreement" shall have the meaning set forth in Section 4a-81(b)(1).

"Third party fees" includes those activities enumerated in Section 3-13j of the Connecticut General Statutes, and includes direct and indirect payments, such as payments by a placement agent to a subagent.

E. Respondents disclosing payments to, or agreements to pay, placement agents have a duty to inquire and shall report any payments to, or agreements to pay, subagents, and provide all information and documentation requested under A through D, above, with respect to any sub-agent.

STATE OF CONNECTICUT
OFFICE OF THE TREASURER

GIFT AFFIDAVIT

Company Name: _____ (“Respondent”)

I, _____,
(name and title)

am authorized to execute a contract on behalf of the Respondent. I hereby certify that neither I, the Respondent, nor any of its principals or key personnel who participate directly, extensively and substantively in the preparation of bids or proposals or in negotiating state contracts, nor any agent of the foregoing, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participates directly, extensively, and substantively in the preparation of bid solicitations or requests for proposals for state contracts or in the negotiation or award of state contracts; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

Further, neither I nor any principals or key personnel of the Respondent, nor any agent of the foregoing, knows of any action by Respondent to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Respondent, nor any agent of the foregoing, to provide a gift to any such public official or state employee.

Further, the Respondent made its bid or proposal without fraud or collusion with any person.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

***STATE OF CONNECTICUT
OFFICE OF THE TREASURER***

CORPORATE CITIZENSHIP

COMPANY Name _____ **(“Respondent”)**

Please provide the Office of the Treasurer with information regarding the Respondent’s policies/practices that demonstrate respondent’s positive commitment to the communities in which it does business.

1. Describe the Respondent’s commitment to corporate citizenship, identifying priorities of the Respondent and providing evidence of the impact of its activities. If the Respondent has a written Corporate Citizenship policy, please provide a copy of the policy.

- (a) For the priorities identified, indicate the types of organizations the Respondent supports, and the nature of the commitment (i.e. event sponsorship; ongoing financial support; in-kind support)
- (b) Does the Respondent have policies that encourage employees’ charitable activities or contribution? Please describe such policies.
- (c) Has Connecticut benefitted from any of the Respondent’s corporate citizenship activities? Is it a component of the Respondent’s corporate citizenship policy to evaluate opportunities to make an impact in communities where it expands its business?

2. Describe the Respondent’s commitment to diversity, and education and training of the next generation of workers in your profession. Please include:

- (a) A brief description of any internship programs Respondent offers and the applicable percentage of minority and women recipients.
- (b) A brief description of any scholarships Respondent provides to students and the applicable percentage of minority and women recipients.

3. Does Respondent have a written procurement policy or program to foster business relationships with women-owned, minority-owned and/or emerging businesses? Please provide details of the program and the percentage of business conducted with women-owned, minority-owned and/or emerging businesses

4. Provide any additional information not covered above that would help give the Treasurer a better understanding of Respondent’s views on corporate citizenship.

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

NOTICE OF LEGAL PROCEEDINGS

COMPANY (“Respondent”) _____

I _____ hereby represent that:
(name and title)

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit;
2. I have disclosed in the Supplemental Information attached to this affidavit:
 - a. any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine Securities and Exchange Commission inquiries or investigations relating to Respondent or any of Respondent’s affiliates, including any proceedings to which Respondent, its affiliates, or any of their respective officers, directors or employees is a named party or of which any of such has been the focus, that have occurred in the last five (5) years or that are currently threatened, including whether Respondent or any of its affiliates, or their respective officers, directors or employees has been censured by any regulatory body;
 - b. any claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage submitted by Respondent, its principals or any of Respondent’s affiliates in the past five (5) years;
 - c. any and all ongoing internal investigations of any of Respondent’s officers, directors or employees, giving specific attention to those persons who would be closely responsible for the products or services sought by the Office of the Treasurer.
3. Except as disclosed in the Supplemental Information attached hereto, I am not aware of any activities of the Respondent, its affiliates, or any officers, directors or employees of the Respondent or its affiliates, that are likely to result in any of the above investigations or proceedings.
4. Respondent has adequate procedures in place to undertake internal investigations of its employees, officers and directors, which procedures are described in the Supplemental Information attached hereto.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in response to this Attachment G, including any and all Supplemental Information, is sworn to as true, complete and accurate to the best of my knowledge and belief, under penalty of false statement.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

SUPPLEMENTAL INFORMATION
to Attachment G

Respondent's Name _____

2a.

2b.

2c.

4.

**STATE OF CONNECTICUT
OFFICE OF THE TREASURER**

CAMPAIGN CONTRIBUTION DISCLOSURE

COMPANY (“Respondent”) _____

I, _____ (name and title), duly authorized, after diligent inquiry, hereby certify that since January 1, 2014, none of the following have

(1) made a contribution to or solicited contributions on behalf of an exploratory committee or candidate committee established or controlled by the State Treasurer for her nomination or election to the Office of the Connecticut State Treasurer;

(2) (a) made a contribution to or (b) knowingly solicited contributions from Respondent’s employees, subcontractors, or principals of subcontractors on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee:

- A. Director of or person having an ownership interest in the Respondent of 5% or greater;
- B. The President, Treasurer, or Executive Vice President (or similar positions) of the Respondent;
- C. An officer or employee of the Respondent having managerial or discretionary responsibilities with respect to services provided to the Office of the Connecticut State Treasurer;
- D. The spouse or dependent child aged 18 or older of any individuals described in subsections A-C; or
- E. A political committee established or controlled by the Respondent or an individual identified in subsections A-D.

Sworn to as true, accurate and complete to the best of my knowledge and belief, under penalty of false statement.

Signed: _____

Print name: _____

Date: _____

Title: _____

Sworn and subscribed before me on this day of , 20__.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 3

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates.

“State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

MI

Last Name

Suffix

TITLE

COMPANY NAME

STATE OF CONNECTICUT
OFFICE OF THE TREASURER

ANTI-TERRORISM
FOREIGN ASSET CONTROL REGULATIONS,
FOREIGN CORRUPT PRACTICES ACT

COMPANY (“Respondent”) _____

I _____ (name, title and company name) hereby represent that:

1. I have the requisite knowledge and authority, and have made any inquiry necessary, to fully, completely and accurately provide the information requested in this affidavit, for the three year period up to and including the date of this affidavit;
2. Respondent is not and has not been included on the Specially Designated Nationals and Blocked Persons List of the United States Treasury Department’s Office of Foreign Assets Control.
3. By agreeing to provide, and in providing, the services pursuant to this RFP, the Respondent will not be in violation of the United State Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, (the Anti-Terrorism Order) or the provisions of The USA Patriot Act, title III, or the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (as it may be amended from time to time) and any regulations promulgated thereunder.
4. The Respondent is not a party with which the Treasurer is prohibited from dealing under the laws of the United States.
5. The Respondent has not made any direct or indirect payments to any foreign government official, government employee, political party or official in violation of the United States Foreign Corrupt Practices Act.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in response to this Attachment J including any and all Supplemental Information is sworn as true and accurate to the best of my knowledge and belief, under penalty of false statement.

Certifying Official:

Signature _____

Name _____

Title _____

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

*STATE OF CONNECTICUT
OFFICE OF THE TREASURER*

CONFLICTS OF INTEREST

COMPANY (“Respondent”) _____

In accordance with the State of Connecticut laws and regulations, for the years 2010 to the present, the Respondent must provide the Office of the Treasurer with information regarding any agreements, relationships, retainers or other arrangements that your firm or any employee of your firm has with any other firm, person or entity that may create a conflict of interest or the appearance of a conflict of interest.

Please list any possible, known or potential conflicts of interests with the Office of the Treasurer that the Respondent may have. Please also describe the arrangement and the parties involved. If necessary, the Respondent should attach additional sheets labeled as Supplemental Information to Attachment K.

The undersigned, on behalf of the Respondent identified above, hereby certifies that the information set forth in this Attachment K and any Supplemental Information to Attachment K is true, complete and accurate.

Certifying Official:

Signature_____

Name_____

Title_____

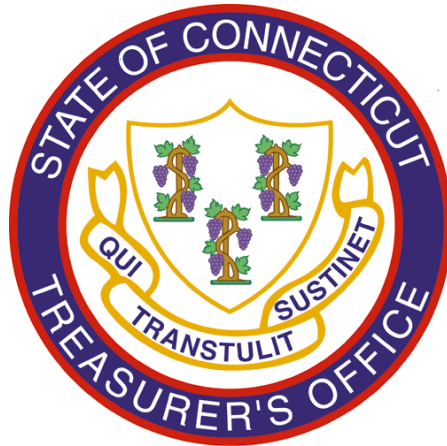
Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

Attachment L – Form of Personal Service Agreement

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PERSONAL SERVICE AGREEMENT
BETWEEN
STATE OF CONNECTICUT
OFFICE OF THE TREASURER
AND



TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
1	Term _____	<i>1</i>
2	Definitions _____	<i>1</i>
3	Scope of Services _____	<i>2</i>
4	Compensation _____	<i>2</i>
5	Representations and Warranties of the Contractor _____	<i>2</i>
6	Changes in Services _____	<i>4</i>
7	Labor and Personnel _____	<i>4</i>
8	Insurance Requirements _____	<i>4</i>
9	Quality Surveillance _____	<i>7</i>
10	Nondisclosure _____	<i>8</i>
11	Promotion _____	<i>8</i>
12	Confidentiality _____	<i>8</i>
13	Non-Discrimination _____	<i>9</i>
14	Fiduciary Duties _____	<i>12</i>
15	Indemnification _____	<i>12</i>
16	Liability _____	<i>12</i>
17	Corporate Citizenship _____	<i>13</i>
18	Third Party Fee Disclosure _____	<i>13</i>
19	Campaign Contributions _____	<i>13</i>
20	Code of Ethics _____	<i>14</i>

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
21	Notice of Certain Legal Proceedings, Internal Investigations _____	15
22	Compliance; Duty to Update; Whistleblower _____	15
23	Equal Opportunity and Diversity _____	16
24	Gift Affidavit _____	17
25	Pay-to-Play _____	17
26	Entire Agreement; Integration; Amendments _____	17
27	Notices _____	17
28	Governing Law; Jurisdiction; Venue _____	18
29	Discovery of Conflicts, Errors, Omissions and Discrepancies _____	18
30	Non-Waiver _____	19
31	Survival _____	19
32	Sovereign Immunity _____	19
33	Termination _____	19
34	Assignment _____	19
35	Severability _____	19
36	Applicable Executive Orders of the Governor _____	20
37	Successor and Assigns _____	20
38	Miscellaneous Provisions _____	20
39	Headings _____	22
40	Further Assurances _____	22
41	Counterpart Originals _____	22

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE #</u>
EXHIBIT A	Executive Order Three.....	24 – 27
EXHIBIT B	Executive Order Seventeen.....	28 – 29
EXHIBIT C	Executive Order Sixteen.....	30 – 31
ATTACHMENT 1	Conflicts of Interest Disclosure Form.....	32
ATTACHMENT 2	Affidavit of Third Party Fees.....	33 - 35
ATTACHMENT 3	CHRO – Contract compliance and Regulations.....	36
ATTACHMENT 4	Gift Affidavit.....	37
ATTACHMENT 5	Insurance Certification.....	38
ATTACHMENT 6	SEEC Form 10.....	39 – 41
ATTACHMENT 7	Attorney General Non-Discrimination Certification.....	42

FORM

PERSONAL SERVICES AGREEMENT (Non-Investment)

This **PERSONAL SERVICES AGREEMENT** ("Agreement") is entered into as of _____ (the "Commencement Date"), between the **STATE OF CONNECTICUT** (the "State"), acting through its Treasurer, as Trustee (the "Treasurer") and _____, a corporation, having a principal place of business _____ (the "Contractor").

WHEREAS, Section 3-11a of the Connecticut General Statutes authorizes the Treasurer to enter into contracts to as may be necessary and proper for the discharge of her duties;

WHEREAS, the Treasurer has selected the Contractor based on the Contractor's representations in a competitive selection process and wishes to appoint the Contractor as _____, and the Contractor wishes to accept this appointment, on the terms and conditions set forth below; and

WHEREAS, the Contractor hereby reaffirms the reliability and accuracy of the written and oral representations made to the Treasurer in Contractor's solicitation of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall commence on the Commencement Date, and shall expire on the earlier of (i) _____ or (ii) termination by either party as set forth in Section 33 hereof (Termination).

2. Definitions

- A. "Agreement" shall mean this Personal Services Agreement.
- B. "C.G.S." shall mean the Connecticut General Statutes.
- C. "Commencement Date" shall have the meaning set forth in the introductory paragraph hereto.
- D. "Commission" shall mean the Connecticut Commission on Human Rights and Opportunities.
- E. "Contractor" shall mean _____.
- F. "Election Laws" shall mean C.G.S. Section 9-612 et seq, as amended from time to time.

- G. “Gift Affidavit” shall have the meaning set forth in Section 24 (Gift Affidavit) hereof.
- H. “Internal Investigation” shall have the meaning set forth in Section 21 (Legal proceedings) hereof.
- I. “Proceeding” shall have the meaning set forth in Section 21 (Legal Proceedings) hereof.
- J. “State” shall mean the State of Connecticut.
- K. Intentionally left blank
- L. “State Ethics Code” shall mean Chapter 10 of the Connecticut General Statutes.
- M. “Treasurer” shall mean the then-current Treasurer of the State of Connecticut. Whenever the term Treasurer is used in this Agreement, it shall include the Treasurer or her authorized agent, employee or designee.

3. Scope of Services

- A. [See RFP]
- B. From time to time during the term of this Agreement, as part of the services provided hereunder, the Contractor may provide or cause others to provide to the TREASURER, and the TREASURER may, in her sole discretion, fully participate in and/or accept, certain educational opportunities and/or materials prepared by or obtained by the Contractor for use by or distribution to its clients, such as, but not limited to, seminars, conferences, symposiums, lectures, classes, informal or formal meetings, computer software, computer hardware (such as “thumb” or “usb” drives), publications, periodicals and the like (“Educational Opportunities”), provided that Educational Opportunities relate to those areas of the Contractor’s expertise and its performance of the services hereunder. For the purposes of this section, Educational Opportunities may include, but not be limited to, reasonable travel, lodging and meal expenses associated with the TREASURER’s participation in Educational Opportunities. The Contractor hereby expressly acknowledges that the value of any Educational Opportunities is part of the valuable consideration exchanged herein and, accordingly, the Contractor has accounted for such value in the fees delineated in the Section 4 (Compensation) of this Agreement.

4. Compensation

5. Representations and Warranties of the Contractor

- A. The Contractor represents and warrants that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services.

- B. The Contractor represents and warrants that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any agreement or contractual commitment to which the Contractor is a party or by which it is bound, any law, regulation, order, or any provision of the Contractor's charter documents. The Contractor further represents and warrants that it is not a party to any existing agreement that would prevent the Contractor from entering into and performing this Agreement. For the term of this Agreement, the Contractor agrees not to enter into any other agreement that is in conflict with the Contractor's obligations under this Agreement.
- C. The Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full corporate power and authority to carry on its business as it has been and is currently being conducted.
- D. The Contractor represents and warrants that it has full power and authority to enter into and perform fully the terms of this Agreement and that the execution of this Agreement on behalf of the Contractor is duly authorized and, upon execution and delivery, this Agreement shall be binding upon the Contractor in accordance with its terms.
- E. The Contractor represents and warrants that it has completed, obtained and performed all applicable registrations, filings, approvals, licenses, authorizations, consents and/or examinations required by any government or governmental authority for entry into this Agreement and performance of the services contemplated herein, and the Contractor further represents and warrants that it shall maintain all such proper and required registrations, filings, approvals, licenses, authorizations, consents and/or examinations for the term of this Agreement.
- F. The Contractor represents and warrants that it shall act as an independent contractor in performing this Agreement and shall maintain complete control over its employees and any subcontractors hired by it to perform services hereunder.
- G. The Contractor represents and warrants that it shall perform all services hereunder in accordance with the terms of this Agreement and in compliance with all applicable federal, state and local laws, regulations, guidelines, permits and requirements.
- H. The Contractor represents that services to be rendered hereunder do not in any way conflict with other contractual commitments with or by the Contractor.
- I. The Contractor represents and warrants that neither any representation and warranty contained herein nor any written statements, certificates or documents delivered or to be delivered to the Treasurer or the Treasurer's designated representative(s) by or on behalf of the Contractor contains or will contain any misstatements of material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- J. The Contractor represents and warrants that the Contractor (including its key professionals) has no undisclosed material or potential conflict of interest with the

Treasurer. Any previously undisclosed material or potential conflicts of interest are disclosed on **Attachment 1** hereto. Advisor represents and warrants that it shall, no less than annually and for the term of this Agreement, report to the Treasurer any changes to the disclosure provided on **Attachment 1**.

- K. The Contractor shall promptly notify the Treasurer in writing in the event any of the foregoing acknowledgements, representations, warranties or agreements herein shall no longer be true.

6. Changes in Services

When changes in services are required or requested by the Treasurer, the Contractor shall promptly estimate the monetary effect of such services and so notify the Treasurer. Subject to the terms and conditions set forth in Section 26 hereof (Amendments), the Contractor shall not implement any change in services under this Agreement unless such change is first approved by the Treasurer in writing. Unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in services.

7. Labor and Personnel

At all times, the Contractor shall utilize qualified personnel necessary to perform the services under this Agreement. The Contractor shall, if requested to do so by the Treasurer, reassign from the Treasurer's account, within a reasonable period of time, any employee or authorized representative whom the Treasurer, in her sole discretion, determines is incompetent, dishonest, uncooperative or unable to effectively perform the responsibilities and services required hereunder.

8. Insurance Requirements

- A. **Minimum Coverage Requirements.** The Contractor shall at its sole cost and expense, during the term of this Agreement, procure and maintain in full force and effect the types and minimum limits of insurance coverage specified in this Section 8 against claims for injuries to persons, damages to property, or other financial loss that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. In no event shall the Contractor perform work under this Agreement until the required evidence of insurance has been furnished to the Treasurer. All insurance shall be procured from reputable insurers (rated A-, class X or better by A.M. Best & Company) that are approved/admitted to do business in the State or otherwise acceptable to the Treasurer. All insurance required herein, except Professional Liability (8.D) and Commercial Crime (8.E.), shall be written on an "occurrence" basis and not a "claims-made" basis.
- B. **Commercial General Liability Insurance:** The Contractor shall obtain and maintain occurrence-based commercial general liability insurance or similar coverage with a limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

- C. Workers Compensation (WC) and Employers Liability (EL): The Contractor is required to insure Statutory WC benefits and \$1,000,000 EL limits.
- D. Professional / Errors and Omissions Insurance Coverage. The Contractor shall obtain and maintain a Professional Liability Insurance policy or similar policy covering liability for any and all acts, errors or omissions of the Contractor, its agents, employees and subcontractors arising from the services that the Contractor provides pursuant to this Agreement in a sufficient amount based on its total annual revenues, as set forth below, and as may be reasonably modified by the Treasurer:

Total Revenues (\$)	Professional Limit (\$)
<3M	2.0M
3-5M	3.0M
5-10M	5.0M
>10M	10.0M

- Professional Liability Deductible: Unless otherwise approved by the Treasurer in her sole discretion, the maximum deductible, if applicable, on such professional /errors and omissions policy shall be no greater than [_____] [example: \$200,000 if the Contractor has less than XXX in firm revenues and shall be no greater than \$1 million if the Contractor has \$1 billion or more in total firm revenues]. The Contractor agrees that the Contractor's applicable self-insured retention shall not exceed an amount that the Contractor reasonably believes it can absorb without causing undue financial hardship to the Contractor and its ability to perform services hereunder.
- Professional Policy Provisions: The policy is to have the following coverage provisions:
 - Misconduct Exclusions: The policy shall not exclude coverage for liability relating to illegality, intentional misconduct, or profit or remuneration to which the insured is not entitled, unless and until such excluded misconduct is proved through final adjudication.
 - Covered Persons: The Contractor's insurance policy must insure the Contractor and its representatives who will be engaged in the service provided under this Agreement;
 - Covered Services: The description of "Professional Services" shall include the services performed under this Agreement.
 - Extended Reporting Periods: Coverage for occurrences happening during the performance of the services provided hereunder shall be maintained in full force and effect under the policy and "coverage tail" coverage for a period of at least two (2) years following termination of the services.

The Policy's supplemental Extended Reporting Period ("ERP" aka "tail coverage") shall allow for claims to be reported after the policy is terminated for covered incidents that occurred while the Contractor was insured. Should the Contractor cease operations which would result in the termination of this claims-made policy, or the Contractor's insurance is cancelled or not renewed by the insurer or insured

prior to the expiration date of this Agreement, the Contractor is required to acquire a replacement policy with equivalent coverage or activate the supplemental "ERP" or "tail coverage" by purchasing the extended coverage prior to the policy's termination.

- Retroactive Date: Any applicable claims-made retroactive date must be no later than the inception of the service relationship with the Treasurer.

E. Commercial Crime Insurance. The Contractor shall, during the term of this Agreement, obtain and maintain a commercial crime insurance policy naming the State Funds as loss payee or obligee in the amount of at least the following, based on the total annual revenues of the Contractor:

Revenues (\$)	Crime Limits (\$)
<10M	\$1.0M
10-25M	\$3.0M
>25M	\$5.0M

- **Commercial Crime Coverage Terms:** The policy is to have the following policy provisions:
 - The Commercial Crime policy is to cover the Contractor, its principals, officers, directors, employees and affiliates. Partner Coverage should be included if partners are providing service to the Treasurer.
 - Deductible: Unless otherwise approved in advance by the Treasurer, the maximum deductible on the Commercial Crime policy shall be no greater than \$200,000 if the Contractor has less than \$1 billion in total firm assets under management, and shall be no greater than \$1 million if the Contractor has \$1 billion or more in total firm assets under management.
 - If the Contractor's limits are subject to an annual policy aggregate, it shall be at least two (2) times the required per occurrence limit listed above.
 - Employee Dishonesty Coverage Extension: Coverage is to be provided for Agents as Insureds (if subcontractors are used to fulfill the Services in this Agreement);
 - Registered Representatives Extension: If a non-employee is used to fulfill the Registered Investment Advisor requirement, the "employee" definition is to be extended to include such registered representative accordingly;

F. Certification. The Contractor shall certify to the Treasurer in writing upon execution of this Agreement (Attachment 2) and, thereafter at least annually, the nature, amount of and carrier of insurance insuring the Contractor against the risks specified, and the

indemnification obligations and liabilities of the Contractor contained in this Agreement. Prior to the execution of this Agreement and as requested by the Treasurer, the Contractor shall furnish the Treasurer in writing with proof of its insurance coverage as well as its Commercial Crime policy. In doing so, the Contractor shall furnish the Treasurer with true and correct copies of (a) the original insurance policies or (b) with regards to the Insurances required under Clauses B. & C, a Certificate of Insurance that shall clearly evidence insurance required in this Agreement. All insurance required in this Agreement shall provide that such insurance may not be canceled, except on 30 days' prior written notice to the Treasurer. Notices of cancellation, termination and alteration of such insurance or bond shall be delivered to the Treasurer immediately upon receipt by the Contractor.

G. Cancellations, Modifications. Failures to Maintain. Etc. The Contractor shall not cancel or modify such coverage, except upon thirty (30) days' prior written notice to the Treasurer. Notices of cancellation, termination and material alteration of such insurance or bond shall be delivered to the Treasurer via certified mail immediately upon receipt by the Contractor. If at any time during the term of this Agreement the Contractor fails to obtain or maintain the required insurance, the Treasurer shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. Each of the insurance policies shall provide for at least 30 days' prior written notice to be given to the Treasurer in the event coverage is materially changed, canceled or non-renewed. Failure by the Contractor to procure or maintain the insurance described in this Section 7 shall constitute a material breach upon which the Treasurer may immediately terminate this Agreement for default.

H. Claims. The Contractor shall notify the Treasurer in writing of any claims made to, and any payment received on a claim from any of its insurance carriers pertaining to State Funds, the Account or the Treasurer. The Treasurer reserves the right to receive the benefit of any insurance coverage obtained by the Contractor in amounts higher than the minimums set forth herein.

The Contractor shall also be obligated to notify the Treasurer of any claim which may erode the aggregate limit of either the Contractor's Professional Liability insurance or its Commercial Crime insurance.

I. Effect. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnification obligations made in this Agreement by the Contractor to the Treasurer or to limit the Contractor's liability under this Agreement to the limits of the policies of insurance required to be maintained by the Contractor hereunder. No warranty is made by the State that the coverage or limits set forth herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations.

9. Quality Surveillance

All services performed by the Contractor shall be subject to the inspection and approval of the State at all times, and the Contractor shall furnish all information concerning such services, and shall grant the Treasurer's duly authorized representatives free access at all reasonable times to the Contractor's facilities where the services under this Agreement are performed. The Contractor shall allow such representatives free access to any of the Contractor's books and

records relating to the services provided hereunder. At the Treasurer's request, the Contractor shall provide the State with hard copies or computer transmittal of any data or information in the possession of the Contractor that pertains to the Treasurer's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any agreement it enters into with any vendor providing services under this Agreement.

10. Nondisclosure

The Contractor shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, the press or media, business entity or any official body unless prior written consent is obtained from the Treasurer or required by law or court order.

11. Promotion

No publicity release or announcement concerning this Agreement shall be issued without the advance written approval of the Treasurer. Unless specifically authorized in advance in writing by the Treasurer on a case-by-case basis, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or the seal of the State of the Treasurer:

- i. In any advertising, publicity, or promotion;
- ii. As an express or implied endorsement of the Contractor's products or services; or
- iii. In any other manner (whether or not similar to uses prohibited by subsections (a) and (b) above), except to perform and deliver in accordance with this Agreement such services as are hereby contracted by the State of Connecticut.

In no event may the Contractor use the State Seal or the seal of the Office of the Treasurer in any way without the express written consent of the Secretary of State of the State of Connecticut or the Treasurer, respectively.

12. Confidentiality

All data provided to the Contractor by the Treasurer, the Treasurer's staff or designated representatives, or developed internally by the Contractor with regard to the Treasurer or the State will be treated as proprietary to the State and confidential unless the Treasurer agrees in writing to the contrary in advance. The Contractor agrees to forever hold in confidence all files, records, documents or other information ("State Information") as designated, whether prepared by the State or others, which may come into the Contractor's possession during the term of this Agreement, except where a disclosure of such information by the Contractor is required (whether in the ordinary course of business or otherwise) by another governmental authority to ensure compliance with laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, the Contractor will provide advance written notice to the Treasurer of the need for disclosure. The Contractor shall inform all of its agents of the confidentiality provision contained in this Agreement. To fulfill the obligations of this Section,

the Contractor shall maintain a privacy policy which shall contain procedures to safeguard State Information.

The Contractor shall immediately report to the Treasurer any use or disclosure of State Information not provided for by this contract, including the extent of the unauthorized release or use, the recipient(s) of the data, and the data released or used. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor arising from a use or disclosure of State Information, and shall report to the Treasurer the steps taken to mitigate the harm.

13. Non-Discrimination

- A. The following subsections are set forth here as required by Section 4a-60, as amended; references in this Section 13 references to "contractor" shall mean the Contractor; and references to "commission" shall mean the Connecticut Commission on Human Rights and Opportunities:
- i. The contractor agrees and warrants that in the performance of the Agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - ii. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - iii. the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iv. the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and

- v. the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and C.G.S. Section 46a-56.
- B. If this Agreement is a public works contract, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- C. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent (51 %) or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- D. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- E. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- F. The contractor shall include the provisions of subsection A above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided , if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- G. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - i. the contractor agrees and warrants that in the performance of this Agreement such contractor will not discriminate or permit discrimination against any person or

group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- ii. the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractors commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iii. the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
 - iv. the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- H. The contractor shall include the provisions of subsection (G) above in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided that, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- I. For the purposes of this entire Non-Discrimination section, "Agreement" includes any extension or modification of the Agreement, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Agreement" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- J. In accordance with the foregoing acknowledgements and agreements, and as required by Public Act 09-158, attached hereto as **Attachment 7** is Contractor's nondiscrimination certificate. Contractor shall update such certificate not later than 30 days after the effective date of any change in the information provided in such certification, and shall certify annually that the most recent certification on file is current and accurate.

14. Fiduciary Duties

By execution of this Agreement, the Contractor, to the extent that it exercises any discretionary authority or discretionary control respecting the management or disposition of the assets, or renders investment advice, acknowledges that it is a fiduciary with respect to the Office of the Treasurer, and asserts that it is registered and/or licensed pursuant to all applicable state and federal laws. The Contractor shall discharge such fiduciary duties under this Agreement solely in the interests of the Office of the Treasurer with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Agreement.

15. Indemnification

The Contractor hereby indemnifies and shall defend and forever hold harmless the Treasurer, the Treasurer's officers, representatives and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, liabilities, suits, judgments, fines, penalties, charges, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury to or death of the Contractor's employees, whether arising before, during or after completion of the services hereunder, and in any manner directly or indirectly caused or occasioned by, or attributable or contributed to in whole or in part, any act of bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of fiduciary duty, breach of trust, breach of confidentiality, or any other breach of contract or violation of any law or requirement in connection with this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors. At the Treasurer's option, and in her sole discretion, the Contractor shall defend at its expense any actions brought against the Treasurer or the State arising out of or in connection with any services performed hereunder or the failure to perform such services, or other breach of this Agreement, by the Contractor, its principals, directors, officers, employees, agents or subcontractors, and the costs of such defense shall be borne by the Contractor and shall not constitute any expense of nor shall be paid by the State or the Treasurer. This indemnification shall survive any termination of this Agreement.

16. Liability

Nothing set forth in this Agreement shall in any way constitute a waiver or limitation of any rights that the State or the Treasurer may have under any applicable laws and nothing contained in this Agreement shall be construed as relieving the Contractor from any responsibility or liability for any responsibility, obligation, or duty hereunder imposed on the Contractor by state or federal law.

17. Corporate Citizenship

The Contractor agrees and acknowledges that the Treasurer expects all of its vendors to be good corporate citizens. Good corporate citizenship includes, without limitation, embracing workforce diversity within the company and with respect to procurement of goods and services, supporting the communities where the company does business with respect to charitable and civic organizations, community works and procurement practices, and incorporating good corporate governance in the company's operation. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with detailed and accurate reports of its good corporate citizenship activities upon request.

18. Third Party Fee Disclosure

The Contractor acknowledges and agrees that:

- A. Pursuant to Section 3-13j of the Connecticut General Statutes, any person or entity who would be a party to a contract for investment services with the Office of the Treasurer shall disclose to the Treasurer, in writing, all third-party fees attributable to such contract before any such contract may take effect;
- B. Contractor is not providing investment services to the Office of the Treasurer under this Agreement; and
- C. Section 4a-81 of the Connecticut General Statutes prohibits the Office of the Treasurer from entering into any contract for goods or services with an annual value of \$50,000 or more unless it obtains an affidavit from the vendor attesting as to whether such vendor has entered into any written or oral consulting agreements in connection with its contract with the Office of the Treasurer.

In accordance with the foregoing acknowledgement and agreements, the Contractor agrees to have its chief official authorized to enter into this Agreement complete and submit to the Treasurer a sworn affidavit in the form of **Attachment 2** (the "Third Party Fee Disclosure Affidavit").

The Contractor represents that the information it has disclosed on the Third Party Fee Disclosure Affidavit is accurate and complete as of the date of this Agreement. The Contractor covenants to promptly report any changes to the disclosure provided on the Third Party Fee Disclosure Affidavit and to file an updated affidavit with the Treasurer on an annual basis as of June 30 of each contract year.

19. Campaign Contributions

- A. The parties hereto acknowledge and agree that C.G.S. Sections 9-612 and 613 (as may be amended from time to time, the "Elections Laws") among other things, prohibit contributions to and limit solicitations on behalf of a candidate for the office of Treasurer of the State of Connecticut. The Contractor covenants not to make any campaign contributions or solicitations in violation of such Election Laws for the term of this Agreement. The

Contractor further represents and agrees that (i) the Contractor, (ii) any and all directors or persons with 5% or greater ownership in the Contractor, (iii) any and all individuals employed as president, treasurer or executive vice president by the Contractor, (iv) any and all officers and employees of the Contractor with managerial or discretionary responsibilities with respect to the State, (v) the spouse or dependent child who is eighteen years of age or older of any of the foregoing, or (vi) a political committee established or controlled by the Contractor or any such individuals, did not during the last election cycle contribute to or solicit contributions on behalf of, and will not (for the term of this Agreement) contribute to, or solicit contributions on behalf of, any exploratory committee or candidate committee established by a candidate for nomination or election to the Office of the Treasurer of the State of Connecticut.

B. If this Agreement has a value equal to or more than \$50,000 in a calendar year, then the Treasurer hereby notifies the Contractor that, pursuant to the Elections Laws, no principal of the Contractor, as defined in the Elections Laws ("Principal"), shall make a political contribution to or on or after January 1, 2011, knowingly solicit a political contribution from Contractor's employees or from a subcontractor or principal's of a subcontractor of Contractor on behalf of: (i) an exploratory committee or candidate committee established by a candidate for election to any of the following offices of the State: Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, or Attorney General; (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates; or (iii) a party committee (each and together, a "Prohibited Contribution"). If the Contractor or a Principal makes or solicits a Prohibited Contribution, then the Treasurer at her sole discretion may void this Agreement immediately and without notice. If the Contractor or a Principal makes or solicits a Prohibited Contribution and the Treasurer decides not void this Agreement, then this Agreement shall not be amended for that period of time proscribed by the Elections Laws.

C. For all State contracts, as defined in the Election Laws, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the Contractor's authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its Principals of the contents of such notice. See **Attachment 6**.

20. Code of Ethics

None of the Contractor, its principals, directors, members, officers, partners, employees or agents shall engage directly or indirectly in any financial or other transaction with any trustee, staff member, or employee of the Office of the Treasurer which would violate the standards set forth in the State of Connecticut Code of Ethics for Public Officials, as codified in Chapter 10, Part 1, Sections 1-79 through 1-90 of the Connecticut General Statutes.

21. Notice of Certain Legal Proceedings, Internal Investigations

- A. As of the date hereof, the Contractor shall have provided the Treasurer with a complete and accurate report in writing of any known or threatened (i) lawsuit, legal or administrative proceeding or governmental investigation, examination, complaint, disciplinary action, non-routine Securities and Exchange Commission inquiry or investigation, or other proceeding relating to the Contractor or any of its affiliates (including any proceedings to which the Contractor, its affiliates, or any of their respective officers, directors, principals, members, partners, managers or employees is a named party or of which any of such has been the focus), or of any other lawsuit, legal proceeding or governmental investigation (whether or not the Contractor or its affiliates, or any of their respective directors, officers, managers, or principal is a party thereto, but only to the extent the Contractor has knowledge thereof) relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, a "Proceeding") and (ii) formal internal investigations of the Contractor, or any of its directors, officers, principals, members, partners, managers, investment professionals or employees involved with providing services to the Treasurer under this Agreement relating to or affecting the Contractor's ability to perform its obligations under this Agreement or involving any investment professional employed by the Contractor who has performed or does perform any services for the Treasurer (each, an "Internal Investigation").
- B. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly notify the Treasurer in writing of the commencement or existence of any known or threatened Proceeding or Internal Investigation.
- C. During the term of this Agreement and to the extent permitted by law, the Contractor agrees to promptly provide the Treasurer with any and all information reasonably requested by the Treasurer in response to disclosure made pursuant to this Section 21.
- D. During the term of this Agreement and to the extent permitted by law, the Contractor shall promptly inform the Treasurer in writing of any material changes in the status of any pending Proceeding or Internal Investigation previously disclosed hereunder, and shall promptly update any information previously disclosed to the Treasurer related to any such Proceeding or Internal Investigation.

22. Compliance; Duty to Update; Whistleblower

- A. The Contractor, its employees, agents and representatives shall at all times comply with all applicable foreign, international, federal, state (including those of the State of Connecticut), county and local laws, ordinances, statutes, rules, regulations, registrations, filings, approvals, authorizations, consents examinations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder, and all provisions required by such legal requirements are hereby incorporated by reference in this Agreement. The Contractor shall be solely

responsible for obtaining current information on such laws and requirements. The Contractor shall promptly disclose to the Treasurer any changes in the Contractor's status with respect to any such compliance and disclosure, and shall immediately deliver any amended, modified or changed instruments, documents and other filings to the Treasurer.

- B. Without limiting the foregoing, this Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. No officer, director or appointing authority of the Contractor may take or threaten to take any retaliatory personnel action against any employee of the Contractor who discloses information regarding corruption, unethical practices, violation of state laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to public safety occurring in any state department or agency to the Connecticut Auditors of Public Accounts or the Connecticut Attorney General. In the event that any such retaliatory action is taken or threatened, the Contractor shall be liable for civil penalties.

23. Equal Opportunity and Diversity

- A. The Contractor agrees and warrants that, in the performance of its duties hereunder, it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, intellectual disability, sexual orientation or physical disability, including but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the services under this Agreement.
- B. The Contractor further agrees to use its best efforts to consider applicants with job-related qualifications for employment and that, once employed, employees are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, gender, intellectual, sexual orientation, or physical disability. The Contractor agrees, represents and warrants that all solicitations or advertisements for employees placed by it or on its behalf shall state that the Contractor is an "affirmative action – equal opportunity employer." The Contractor agrees, represents and warrants that it shall use its good faith efforts to consider and recruit diverse applicants from the widest possible pool of candidates. In meeting its good faith obligation to recruit diverse applicants, the Contractor agrees, represents and warrants that it shall contact national networks, and shall maintain adequate records of its efforts regarding workforce diversity.
- C. The Contractor must complete and submit **Attachment 3**. The Contractor further represents and warrants that the information disclosed on **Attachment 3** is accurate and complete as of the date of this Agreement. During the term of this Agreement, the Contractor agrees to furnish the Treasurer with updated and accurate disclosure no later than December 31 of each year.

24. Gift Affidavit

The Contractor shall complete, truthfully attest to and submit herewith a Gift Affidavit in the form of **Attachment 4**. The Contractor represents and warrants that the information it has disclosed in such Gift Affidavit is complete and accurate as of the date of this Agreement.

25. Pay-to-Play



The Contractor represents and warrants that neither the Contractor nor any individual in the Contractor's organization has received or paid, or entered into an agreement, to receive or pay, any compensation, fees, or any other benefit from or to any third party, including any consultants or contractors to the State or the Treasurer, in connection with the indirect or direct procurement of this Agreement.

26. Entire Agreement; Integration; Amendments

This Agreement embodies the entire agreement between the Treasurer and the Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties and approved by the Office of the Attorney General of the State of Connecticut. The parties shall meet and confer in good faith on any modification of this Agreement that may become necessary to make its provisions consistent with any policy of the Treasurer, or federal, state, local, foreign or international statute, rule, regulation or ordinance that governs any aspect of this Agreement.

27. Notices

Unless otherwise expressly provided to the contrary, all notices, requests, demands or other communications required by or otherwise with respect to this Agreement shall be in writing and shall be deemed given (i) when made, if made by hand delivery, and upon confirmation of receipt, if made by facsimile, (ii) one business day after being deposited with a next-day courier, postage prepaid, or (iii) three business days after being sent certified or registered mail, return receipt requested, postage prepaid, in each case to the applicable addresses set forth below (or to such other address as such party may designate in writing from time to time):

TREASURER: Office of the Treasurer
 State of Connecticut
 55 Elm Street
 Hartford, CT 06106
 Telephone: (860) 702-
 Fax: (860) 702-

COPY TO: General Counsel
Office of the Treasurer
State of Connecticut
55 Elm Street
Hartford, CT 06106
Telephone: (860) 702-3000
Fax: (860) 728-1290

CONTRACTOR:

Telephone:
Fax:

The parties may change their respective addresses for notices under this Section 27 (Notices) upon prior written notification to the other.

28. Governing Law; Jurisdiction; Venue

This Agreement shall be interpreted under, governed by and enforced according to the laws of the State of Connecticut, without regard to choice of law rules. The Contractor hereby submits to the jurisdiction of the courts in the State of Connecticut, or of the United States of America sitting in the State of Connecticut, over any action, suit, or proceeding arising out of or relating to this Agreement. The Contractor agrees to service of process in any manner authorized by the laws of the State of Connecticut.

29. Discovery of Conflicts, Errors, Omissions and Discrepancies

- A. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A executed contemporaneously herewith, the provisions of this Agreement shall control.
- B. In case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the Treasurer for clarification. The Treasurer shall issue such clarification within a reasonable period of time. This remedy shall not be deemed exclusive and the Contractor does not waive any of its legal or equitable remedies. Any services affected by such conflicts, discrepancies, errors or omissions which are performed by the Contractor prior to clarification by the State shall be at the Contractor's risk.

30. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Treasurer or the Contractor unless given in writing. Failure by the Treasurer to promptly assert any rights under this Agreement shall not be construed to be acquiescence of any misfeasance, malfeasance or nonfeasance. No such waiver shall be a waiver of any past or future default, breach, failure of condition, right or remedy or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

31. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein Sections 10 (Nondisclosure), 11 (Promotion), 12 (Confidentiality), 15 (Indemnification) and 16 (Liability) of this Agreement, shall remain in full force and effect.

32. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that neither the State nor the Treasurer shall be construed to have waived any rights or defenses of sovereign immunity, which the State or the Treasurer may have with respect to all matters arising out of this Agreement. The Treasurer hereby reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by the Treasurer's entry into this Agreement, by any express or implied provision of this Agreement, or by any actions or omissions to act of the State or the Treasurer, or any representative or agent of either the State or the Treasurer, whether taken pursuant hereto, prior to or after the Treasurer's entry into this Agreement.

33. Termination

The parties mutually agree, that either may terminate this Agreement upon thirty (30) days' written notice delivered to the other by certified or registered mail to the addresses provided in Section 27 (Notices). Following the delivery of any notice of termination hereunder, the Contractor shall perform all of its obligations hereunder in good faith as directed by the State and will cooperate fully with the State in taking all necessary or appropriate steps in order to effectuate the orderly transfer of management functions to third parties designated by the State.

34. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other party.

35. Severability

If any part or parts of this Agreement shall be held to be void, invalid or unenforceable, or contrary to any express provision of law, or contrary to the policy of express law though not

expressly prohibited, or against public policy, then such part or parts shall be treated as severable from the rest of the Agreement, leaving valid and enforceable the remainder of this Agreement and in no way shall affect the validity or enforceability of the rights of the parties hereto.

36. Applicable Executive Orders of the Governor

- A. This Agreement is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, set forth in the attached **Exhibit A.**
- B. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Three or any state or federal law concerning nondiscrimination.
- C. This Agreement is subject to the provisions of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, set forth in the attached **Exhibit B.**
- D. This Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement.
- E. This Agreement is subject to the provisions of Executive Order Number Sixteen of Governor John G. Rowland promulgated August 4, 1999, set forth in the attached **Exhibit C.**
- F. This Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order Number Sixteen.
- G. The parties agree to abide said Executive Orders, and agree that, with respect to Executive Orders Three and Seventeen, the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until performance is completed, or until this Agreement is terminated prior to completion.

37. Successor and Assigns

This Agreement shall inure to the benefit of and be binding upon each party's respective successors or assigns.

38. Miscellaneous Provisions

- A. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not: (i) permit the filing of liens against the State; (ii) obligate the State to indemnify or hold Contractor harmless in any way; (iii) obligate the State to be subject to binding arbitration (iv) provide that this Agreement is expired or terminated. Further, any foregoing provision of this Agreement that would cause this

Agreement to be considered a contract that: (i) permits the filing of liens against the State; (ii) obligates the State to indemnify or hold Contractor harmless in any way; (iii) obligates the State to be subject to binding arbitration, or (iv) provides that this Agreement is expired or terminated is null, void, unenforceable and hereby stricken from this Agreement.

- B. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Personal Service Agreement entered into by the Treasurer for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b). Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a contract for the purpose of hiring an individual as contemplated by C.G.S. Section 4a-58(b) is null, void, unenforceable and hereby stricken from this Agreement.
- C. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement does not concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to tangible personal property as contemplated by C.G.S. Section 12-411b is null, void, unenforceable and hereby stricken from this Agreement.
- D. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not funded by and does not concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396a. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to a state grant as contemplated by C.G.S. Section 7-396 a is null, void, unenforceable and hereby stricken from this Agreement.
- E. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge that this Agreement is not a Large Construction or Procurement Contract as contemplated by and defined in Conn. Gen. Stat. §1-101mm. Further, any foregoing provision of this Agreement that would cause this Agreement to be considered a Large Construction or Procurement Contract as contemplated by and defined in Conn. Gen. Stat. §1-101mm is null, void, unenforceable and hereby stricken from this Agreement.
- F. It is the Treasurer's express policy to never intentionally assign or allocate, in whole or in part, to any person or contractor, any Governmental Function of the Office of the Treasurer—as defined by Chapter 14 of the C.G.S. and contemplated by C.G.S. Section 1-218. If, however, (a) this Agreement has a value greater than or equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) and (b) the State Freedom of Information Commission makes a final determination that this Agreement is a contract for the performance of a Governmental Function, then this Agreement shall be subject to the provisions of C.G.S. Section 1-218, as may be modified from time to time. Accordingly the Treasurer shall be entitled to receive a copy of the Contractor's records and files related to its performance of such Governmental Function, and such records and files shall be subject to the State of Connecticut Freedom of Information Act, C.G.S. Sections

1-200 et seq. No request to inspect or copy such records or files pursuant to the Freedom of Information Act shall be valid unless the request is made to the Office of the Treasurer in accordance with the provisions set forth in the State of Connecticut Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206

- G. Notwithstanding anything to the contrary contained herein, both parties hereby acknowledge and agree that this Agreement does not concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996. Further, any foregoing provision of this Agreement that would cause this Agreement to concern or in any way relate to the Health Insurance Portability and Accountability Act of 1996 is null, void, unenforceable and hereby stricken from this Agreement.
- H. Both parties hereto hereby agree that all references made in this Agreement to any statute, public act, regulation, code or executive order shall refer to such statute, public act, regulation, code or executive order respectively as it has been amended, replaced or superseded.
- I. Despite and notwithstanding any contrary theory at law, in equity or otherwise, including but not limited to “the specific overruling the general,” the parties hereto expressly agree that in the event of any conflict between the provisions of this Section of this Agreement (“Miscellaneous Provisions”) and the provisions of any other Section of this Agreement, the provisions of this Miscellaneous Provisions Section of this Agreement shall override, control and apply.

39. Headings

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of the contractual language.

40. Further Assurances

From and after the date of this Agreement, upon the request of the Treasurer, the Contractor shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

41. Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be an original, but which, taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, which shall become effective as of the Commencement Date, on the respective dates shown below.

CONTRACTOR

STATE OF CONNECTICUT

By: _____
Title: _____

By: _____
Title: State Treasurer

Dated: _____

Dated: _____

Approved as to form:
OFFICE OF THE ATTORNEY GENERAL

By: _____
Title: _____

Dated: _____

EXHIBIT A

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

- I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.
- II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.
- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such

EXHIBIT A

organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

- IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.
- V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.
- VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.
- VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.
- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available

EXHIBIT A

instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

- IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may
 - 1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
 - 2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.
 - 3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
 - 4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
 - 5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

EXHIBIT A

6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

- XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.
- I. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.
- II. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.
- III. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971

Thomas J. Meskill
Governor

Filed this 16th day of
June, 1971.
Harry Hammer
Secretary Of The State

EXHIBIT B

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.
- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

EXHIBIT B

- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.
- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February 1973.

Thomas J. Meskill
Governor

Filed this 15th day of February 1973.
Harry Hammer
Secretary Of The State (Deputy)

EXHIBIT C

**State of Connecticut
By His Excellency
John G. Rowland
Governor**

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment□

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.


Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees

EXHIBIT C

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.


JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.

SUSAN BYSIEWICZ, Secretary of the State





ATTACHMENT 1

Disclosure of Known and/or Potential Conflicts of Interest

Please disclose all known and/or potential conflicts of interest. If no such conflicts exist, either leave the following space blank or write or type "None."

ATTACHMENT 2

FORM A3: FOR COMPLETION BY ALL VENDORS BEFORE CONTRACTING

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

AFFIDAVIT OF THIRD PARTY FEES AND DISCLOSURE OF CONSULTING AGREEMENTS

I, _____, a duly authorized officer and/or representative of _____, being duly sworn, hereby depose and say that:

3. I am over eighteen (18) years of age and believe in the obligations of an oath.
4. _____ (firm name) intends to enter into a contract to furnish services to the Office of the State Treasurer (the "Contract").
3. All third party fees, agreements to pay third party fees, and consulting agreements attributable to the Contract are as follows (If no such agreements exist, either leave the following table blank or write or type in "None."):

NAME OF PAYEE	DOLLAR AMOUNT PAID OR VALUE OF NON- CASH COMPENSATION AND DATE	FEE ARRANGEMENT	SPECIFIC SERVICES PERFORMED OR TO BE PERFORMED BY PAYEE ²

(Attach additional copies of this page as necessary.)

NOTE: For each third party fee or consulting arrangement described above, complete the attached Form A3a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public/Commissioner of the Superior Court

² Please attach documents evidencing the terms of the fee arrangement and services.

ATTACHMENT 2

STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER

FORM A3A

ADDENDUM TO AFFIDAVIT OF THIRD PARTY FEES

A. For each fee arrangement disclosed in the attached Affidavit, provide the following information about the third party payee:

- (6) Name
- (7) Address
- (8) Is the person or entity registered with the Securities and Exchange Commission, a state regulatory authority or FINRA? If so, provide details
- (9) Name of the President/Chief Executive Officer
- (10) Name, telephone number and email address of the individual principally responsible for work performed in connection with the contract, investment or proposed investment with the Office of the Treasurer

B. Please explain whether and how each such payment falls within one or more of the following categories of compensation providing an exception to the prohibition on finder's fees:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (6) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

C. Attach a copy of the agreement evidencing the terms of the fee arrangement and the services, and provide a narrative description of any services actually rendered by the third party payee in connection with the contract, investment or proposed investment with the Office of the Treasurer.

D. For each fee arrangement disclosed in the affidavit, please respond to the following:

- (2) Is the fee paid to a former state employee or public official? If so, please identify such person's former agency, position and the date such employment was terminated.

"Consulting agreement" shall have the meaning set forth in Section 4a-81(b)(1).

"Third party fees" includes those activities enumerated in Section 3-13j of the Connecticut General Statutes, and includes direct and indirect payments, such as payments by a placement agent to a subagent and payments attributable to a contract made by a **general partner, principal, or employee** of the firm.

ATTACHMENT 2

E. Respondents disclosing payments to, or agreements to pay, placement agents have a duty to inquire and shall report any payments to, or agreements to pay, subagents, and provide all information and documentation requested under A through D, above, with respect to any sub-agent.

ATTACHMENT 3



EMPLOYMENT INFORMATION FORM
OFFICE OF THE STATE TREASURER
WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

PLEASE GO TO http://www.ott.ct.gov/business_compliancereporting.html AND CLICK ON THE
“COMPLIANCE” LINK TO DOWNLOAD A FILLABLE EMPLOYER INFORMATION FORM. COMPLETE
THE FORM, PRINT IT AND ATTACH IT TO THIS ATTACHMENT 3.

ATTACHMENT 4

***STATE OF CONNECTICUT
OFFICE OF THE STATE TREASURER***

Gift Affidavit

COMPANY NAME: _____ (“Respondent”)

I, _____, am authorized
(print name and title)

to sign a contract on behalf of the Respondent. I hereby certify that neither I, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the Office of the State Treasurer who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the Office of the State Treasurer.

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

Authorized Signatory

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

ATTACHMENT 5



INSURANCE CERTIFICATION

I, _____, a duly authorized officer and/or representative of _____ ("Contractor"), being duly sworn, hereby certify and attest that:

As of the date hereof, Contractor has obtained and shall maintain the following insurance and fidelity bond coverage in the following amounts in accordance with the terms of the Agreement by and between Contractor and the Treasurer of the State of Connecticut, (*please detail the coverage, including name of provider, name of applicable loss payees, amount and type of coverage, and policy period*):

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date

ATTACHMENT 6

SEEC FORM 10

ATTACHMENT 6

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined beginning on page 2):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee(which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties – Up to \$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

ATTACHMENT 6

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December 31 of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, a president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

ATTACHMENT 6

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations"

ATTACHMENT 7

NONDISCRIMINATION AFFIDAVIT

(To be signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy)

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an
entity

Signatory's Title

Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of
Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date